



DATE OF AGREEMENT                      October 19 2012

CLIENT                                      Snowflake Unified School District (SUSD)  
    Attention: Mark Ollerton  
    SUSD Business Manager  
    682 School Bus Lane  
    Snowflake, AZ 85937

CONSULTANT                              Johnston Engineering Company  
    9777 North 91st Street, Suite 100  
    Scottsdale, Arizona 85258

PROJECT                                      Gym Heating System Evaluation                                      P-2086  
    Snowflake Unified School District

PRIME AGREEMENT                      Mechanical Engineering Services  
    State of Arizona Professional Statement of Qualifications  
    Contract 2011-2012

CLIENT AND CONSULTANT AGREE TO THE FOLLOWING:

- A.     The terms and conditions the Standard form of Agreement Between Architect / Engineer and Owner, State of Arizona Professional Statement of Qualifications Contract 2011-2012.
- B.     The scope of services of the Consultant are for a gymnasium heating system evaluation to determine the condition of the existing gym heating system and make recommendations for action at Snowflake Unified School District. The scope includes: (1) site visit to document existing gym gas heating system capacity and conditions; (2) research options to rectify existing conditions found, plus recommend upgrades where appropriate; and (3) prepare Engineers report discussing existing conditions and make recommendations if deficiencies are found.
- C.     No claims for additional service compensation will be allowed by Client unless Consultant provides Client with a written proposal for such services and said proposal is signed by an authorized representative of Client prior to any such work being commenced.
- D.     Direct costs mileage, printing, etc., shall be part of the basic contract and shall be billed in addition to labor costs at cost.
- E.     Consultant shall invoice Client at the completion of each phase of project, or monthly which ever comes first. Payment shall be 30 days net.

- F. Compensation for the services provided by Johnston Engineering shall be on a fixed fee basis as follows.

**TABLE 1.**

<b>SNOWFLAKE UNIFIED SCHOOL DISTRICT GYM GAS HEAT EVALUATION</b>					
<b>Activity</b>	<b>Task Description</b>	<b>Principal Engineer</b>	<b>Project Engineer</b>	<b>Mech. Designer</b>	<b>\$ Fixed Fee</b>
Pre Design Report	Prep for Site Visit	1	2	-	\$320.00
	Site Visit	-	10	-	\$850.00
	Research with Vendors	-	2	-	\$170.00
	Engineers Report	1	8	-	\$830.00
	Direct Costs	-	-	-	\$340.00
	<b>TOTAL FEE</b>	<b>2</b>	<b>22</b>	<b>0</b>	<b>\$2,510.00</b>

Additional services, such as additional trips or construction management, can be performed at the following hourly rates:

Principal Engineer	=	\$150/HR
Project Engineer	=	\$85/HR
Mechanical Designer	=	\$75/HR

- G. The Consultant agrees to maintain professional liability insurance with minimum limits of \$1,000,000 each claim and annual aggregate; maximum \$5,000 deductible each claim.
- H. The Consultant agrees to complete all work in accordance with a schedule mutually agreed upon between Consultant and Client at the time this agreement is signed.
- I. This proposal is based on the following assumptions:

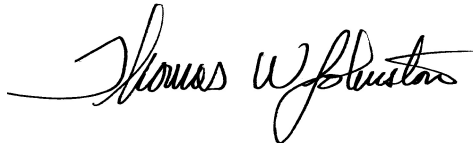
**General**

1. SUSD will make available the as built existing drawings for the project.
2. Work will be completed by mutually agreeable schedule.
3. Name of project related contact persons responsible for mechanical systems related to this scope of work. (Mark Ollerton, Dan LaGrange Cell PH-928-243-6081)
4. Engineer will coordinate with the District to manage the design activities.
5. Engineer will prepare Engineers report. Existing gym heating system conditions will be documented, and recommendations will be made.
6. No construction documents are included in this scope of work.
7. Engineer will verify condition of existing gym gas heating system.
8. Engineer will research options to correct deficiencies found in gym heating system.

This Agreement entered into as of the day and year first written above. Johnston Engineering shall begin work after one originally signed copy of this agreement is received.

JOHNSTON ENGINEERING COMPANY

SNOWFLAKE UNIFIED  
SCHOOL DISTRICT



Thomas W. Johnston, P.E.  
President

Signature\_\_\_\_\_

Printed Name\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_